

Living Wage Ordinance

ARTICLE XV. CITY OF TUCSON LIVING WAGE

Sec. 28-152. Conditions for Use.

Employees of City contractors providing specified services to the City shall be paid a living wage by said contractors for the hours expended providing services to the City, and shall also be offered health insurance or compensated as provided under section 28-157(c).

Sec. 28-153. Eligible Contract.

An eligible contract shall be any contract awarded by the City pursuant to section 28-17 or section 28-18 and shall be limited to the furnishing of the following services to the City:

- (a) facility and building maintenance
- (b) refuse collection and recycling
- (c) temporary employee services
- (d) janitorial and custodial
- (e) landscape maintenance and weed control
- (f) pest control
- (g) security and crowd management services
- (h) moving services

Sec. 28-154. Ineligible Contracts.

An ineligible contract shall include:

- (a) Contracts under which federal or state regulations preclude the applicability of a living wage;
- (b) Contracts which involve programs where the City shares management authority with other jurisdictions, and intergovernmental and cooperative agreements;

(c) Contracts that are impacted by bond covenants, grant restrictions, governmental regulations;

(d) Contracts which involve programs that do not primarily provide direct services to the City but have a franchise or contract to provide services to the residents or property owners of the City;

(e) Job training and youth or summer employment programs;

(f) Contracts that would otherwise be eligible, in which all eligible employees are compensated at or above the living wage rates required;

(g) Contracts awarded to Contractors with no employees

Sec. 28-155. Eligible Employee.

Any person employed by a contractor holding an eligible contract with the City who:

(a) Is not a person who provides volunteer services that are uncompensated except for reimbursement of expenses such as meals, parking or transportation;

(b) Expends chargeable time providing services to the City and on City property;

(c) Is at least sixteen (16) years of age.

Sec. 28-156. (Reserved)

Sec. 28-157. Wages.

(a) If health insurance benefits are offered, a wage of no less than eight dollars (\$8.00) per hour.

(b) If health benefits are offered, an eligible contractor shall pay no less than 50% of the eligible employee's health benefits premium.

(c) If health insurance benefits are not offered, a wage of no less than nine dollars (\$9.00) per hour.

(d) The wage rates shall automatically be adjusted each year based upon the cost of labor adjustment provided to permanent City employees. The adjusted wage rates shall be effective for the calendar year commencing January 1 after the effective date for City

employees. Existing contracts shall be adjusted each year upon the contract renewal date.

(e) If the contract is subject to a prevailing wage requirement or union agreement, the higher wage shall apply.

(f) If health benefits are offered to an eligible employee under an eligible contract, proof of said benefits shall be provided at the time of bid or proposal submission or, as the City may require, in accordance with notification by the City of its intent to award a contract.

Sec. 28-158.Compliance.

The City's Director of Procurement shall monitor compliance, including the investigation of claimed violations, and may promulgate administrative rules and regulations to implement and enforce this article. In the event of any violation of the provisions set forth in this Article, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and shall pay the eligible employee any amounts underpaid. The City's Director of Procurement is additionally authorized to take any one or more of the following remedies in the event of a written determination of noncompliance:

(a) Liquidated damages paid to the City in the amount of \$50.00 for each incidence of noncompliance for each day of non-compliance and/or each day it continues;

(b) Suspension of further payments on the contract until the violation has ceased;

(c) Suspend and/or terminate the contract for cause; and/or

(d) Debar or suspend the contractor or subcontractor from future City contracts pursuant to Article IX.

Protests or appeals of the Director's remedies for noncompliance shall be in accordance with Article IX.

Sec 28-159.Records.

(a) The contractor or subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the City's Director of Procurement, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or make them available, the Director may, after written notice to the contractor, take such action as may be necessary to cause the

suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to Article IX.

(b) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period for three years thereafter for all eligible employees. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.